

## TERMS & CONDITIONS FOR HSBC PREMIER WORLD MASTERCARD CREDIT CARD PROGRAMME

This Amended Terms and Conditions will supersede the existing Terms and Conditions effective 01<sup>st</sup> October 2023

- Clause 63, Table 1: The Charity Merchant Category Code (MCC) has been amended.

### DEFINITION

1. "Bank" or "We" or "Our" or "Us" herein means HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776 - V)).
2. "Programme" means HSBC Premier World Mastercard Credit Card Programme.
3. "HSBC Credit Card" means HSBC Premier World Mastercard Credit Card issued in Malaysia.
4. "Cardholders" or "You" or "Your" means all primary and/or supplementary cardholders of a HSBC Premier World Mastercard Credit Card excluding the following categories of persons:
  - a. Cardholder(s) of HSBC Premier World Mastercard Credit Cards that are not issued in Malaysia;
  - b. Cardholder(s) of invalid or cancelled HSBC Premier World Mastercard Credit Cards and/or whose accounts are delinquent within Our definition;
  - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
5. "Reward Points" or "RP" means HSBC Reward Points earned through the use of a HSBC Credit Card for transactions charged and posted to Your credit card account.
6. "Additional Reward Points" means additional RP awarded for below category of spend:
  - a. "Overseas Spend" as defined in Clause 23; and/or
  - b. "Contactless Purchases" as defined in Clause 24; and/or
  - c. "Groceries" as defined in Clause 25; and/or
  - d. "Online Shopping" as defined in Clause 26.
7. "Eligible Spend" means transactions eligible for Reward Points and Additional Reward Points (if applicable) as defined in Clauses 18 to 29.
8. "Additional Reward Points Cap" means the maximum Additional Reward Points to be awarded to Your HSBC Credit Card account, per calendar month.
9. "Merchant Category Code" means the code assigned by the respective acquiring bank to identify the type of business or service the company offers.
10. "Merchant Identity Description" means the name or description assigned by the respective acquiring bank to differentiate merchants.
11. "Posting Date" means the date the transaction is charged to Your HSBC Credit Card and may be a few days later than the actual transaction date.
12. "Charity Donation" means the charity contribution to be paid by the Bank to the Selected Charity Organization(s) as described in Clause 60 below.
13. "Eligible Charity Spend" refers to transactions made at the charitable/non-profitable organization(s) which correspond with the Merchant Category Code specified in Table 1 (Part G. Charity Donation by the Bank) below.
14. "Selected Charity Organization(s)" means the charity organization(s) selected by the Bank to receive the Charity Donation. For the list of Selected Charity Organization(s) refer to [www.hsbc.com.my/charities](http://www.hsbc.com.my/charities).

October 2023

## **PROGRAMME**

15. This Programme consist of the following:
- a. [Reward Points](#)
  - b. [Complimentary Airport Lounge](#)
  - c. [Agoda Offer](#)
  - d. [Expedia Offer](#)
  - e. [Charity Donation by the Bank](#)
  - f. [Complimentary Global Data Roaming by Flexiroam](#)
  - g. [Complimentary Digital Health Services by Allianz](#)
16. The privileges extended to You are reviewed on periodic basis and may be substituted, changed and/or withdrawn by Us with 3 days prior notice.
17. The privileges under this Programme are for all Primary Cardholders. Supplementary Cardholders may participate or enjoy the privileges of the following:
- a. Section C ([Agoda Offer](#))
  - b. Section D ([Expedia Offer](#))
  - c. Section G ([Digital Health Services by Allianz](#))

### **A. REWARD POINTS**

18. 1x Reward Points will be awarded for every RM1.00 transaction charged and posted to Your HSBC Credit Card account except for transactions listed below:
- a. Fees and charges as per Our Tariff and Charges and applicable tax, if any; and/or
  - b. Cash Advance, Balance Transfer Instalment, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through HSBC Internet Banking, JomPay transactions, and FPX transactions; and/or
  - c. Transactions at the petrol stations, government related transactions, charitable/non-profitable organisation related transactions, Quasi Cash Transactions (which refers to transactions in stored value such as gambling chips, wire transfer money order, traveller's cheques, lottery tickets); which correspond with Merchant Category Code, listed below:

<b>Category</b>	<b>Merchant Category Code ("MCC")</b>
Petrol	5541, 5542
Government services	9211, 9222, 9223, 9311, 9399, 9402, 9405
Charitable Organisation	8398, 8641, 8651, 8661
Quasi Cash Transactions	6050, 6051

### **ADDITIONAL REWARD POINTS**

19. In addition to the 1x Reward Points, you also stand to receive Additional Reward Points for below category of spend subject to the Additional Reward Points Cap:
- a. 9x Additional Reward Points for Overseas Spend per Clause 25 below; and/or
  - b. 7x Additional Reward Points for Contactless Purchases per Clause 26 below; and/or
  - c. 4x Additional Reward Points for Groceries per Clause 27 below; and/or
  - d. 4x Additional Reward Points for Online Shopping per Clause 28 below.
20. Each category of spend is subject to Additional Reward Points Cap as follows:
- a. Overseas Spend: capped at 15,000 Additional Reward Points
  - b. Contactless Purchases: capped at 8,000 Additional Reward Points

- c. Groceries: capped at 4,000 Additional Reward Points
- d. Online Shopping: capped at 4,000 Additional Reward Points

21. The total Reward Points earned based on category of spend as per Table 1 below:

**Table 1: Additional Reward Points Based on Category of Spend**

	Local Spend Category	1x RP	Additional Reward Points	Total RP	Additional Reward Points Cap
(a)	Overseas Spend	1x RP per Clause 18 above	9x Additional Reward Points for Eligible Spend per Clause 25 below	10x	15,000
(b)	Contactless Purchases	1x RP per Clause 20 above	7x Additional Reward Points for Eligible Spend per Clause 24 below	8x	8,000
(c)	Groceries	1x RP per Clause 18 above	4x Additional Reward Points for Eligible Spend per Clause 25 below	5x	4,000
(d)	Online Shopping	1x RP per Clause 18 above	4x Additional Reward Points for Eligible Spend per Clause 28 below	5x	4,000

22. For clarity, Reward Points will be awarded based on transaction posted to Your HSBC Credit Card account and rounded down to the nearest Ringgit.

For example:

You spent RM3,000 with your HSBC Credit Card, the Total Reward Points earned are illustrated in Table 2a and 2b below:

**Table 2a: Illustration of Total RP earned**

	Category	Spend amount	Calculation	Total RP
(a)	<b>Contactless:</b> <i>Dining</i>	RM150	150 (RM150 x 1x) + 1,050 (RM150 x 7x)	<b>1,200</b>
	<i>Entertainment</i>	RM100	100 (RM100 x 1x) + 700 (RM100 x 7x)	<b>800</b>
	<i>Pharmacy</i>	RM80	80 (RM80 x 1x) + 560 (RM80 x 7x)	<b>640</b>
(b)	<b>Groceries</b>	RM500	500 (RM500 x 1x) + 2,000 (RM500 x 4x)	<b>2,500</b>
(c)	<b>Petrol</b>	RM200	0 (Petrol transactions do not earn RP)	<b>0</b>
(e)	<b>Online Shopping:</b> <i>Lazada</i>	RM500	500 (RM500 x 1x) + 2,000 (RM500 x 4x)	<b>2,500</b>
	<i>Shopee</i>	RM300	300 (RM500 x 1x) + 1,200 (RM300 x 4x)	<b>1,500</b>
(f)	<b>Overseas Spend</b> (Face to Face)	RM1,000	1000 (RM100 x 1x) + 9,000 (RM1000 x 9x)	<b>10,000</b>
(g)	<b>Utility bills</b> paid through JomPay	RM170	0 (JomPay transactions do not earn RP)	<b>0</b>
<b>Total</b>		<b>RM3,000</b>		<b>19,140</b>

Table 2b: Illustration of Total RP earned where [Additional Reward Points Cap is met](#).

Category		Spend amount	Calculation	Total RP
(a)	<b>Contactless: Dining</b>	RM250	250 (RM250 x 1x) + 1,750 (RM250 x 7x)	2,000
	<i>Pharmacy</i>	RM200	200 (RM200 x 1x) + 1,400 (RM200 x 7x)	1,600
	<i>Hotel</i>	RM250	250 (RM250 x 1x) + 1,750 (RM250 x 7x)	2,000
	<i>Entertainment</i>	RM250	250 (RM250 x 1x) + 1,750 (RM250 x 7x)	2,000
	<i>Groceries</i>	RM250	250 (RM250 x 1x) + 1,750 (RM250 x 7x). <i>Total Additional RP 1,750 of which only 1,350 Additional RP will be awarded due to bonus RP contactless cap of 8,000</i>	1,600
(b)	<b>Groceries</b>	RM50	50 (RM50 x 1x) + 200 (RM50 x 4x)	250
(c)	<b>Petrol</b>	RM200	0 (Petrol transactions do not earn RP)	0
(e)	<b>Online Shopping: Lazada</b>	RM350	350 (RM350 x 1x) + 1,400 (RM350 x 4x)	1,750
(f)	<b>Overseas</b>	RM1,000	1,000 (RM1,000 x 1x) + 9,000 (RM1,000 x 9x)	10,000
(g)	<b>Utility bills paid through JomPay</b>	RM200	0 (JomPay transactions do not earn RP)	0
<b>Total</b>		<b>RM3,000</b>		<b>21,200</b>

23. **Overseas Spend eligible for 9x Additional Rewards Points** are those that:
- Are posted to Your HSBC Credit Card account for face-to-face overseas spend made in foreign currency outside Malaysia; and
  - Excludes** those stated in Clause 18 above, all local spend, all Contactless Purchases, Online Spend, Insurance, and Utility Payments.
24. **Contactless Purchases eligible for 7x Additional Reward Points** are those that:
- Are posted to Your HSBC Credit Card account for local retail spend made through Mastercard Tap & go, Visa payWave, Samsung Pay, Apple Pay or Google Pay; and
  - Excludes** those stated in Clause 18 above, all Overseas Spend, Insurance and Utility Payments.
25. **Groceries spend eligible for 4x Additional Reward Points** are those that:
- Are posted to Your HSBC Credit Card account for local retail spend made in MCC 5411 or 5499 for face to face Grocery spend; and
  - Excludes** those stated in Clause 18 above, all Contactless Purchases, Overseas Spend, and Online Shopping.
26. **Online Shopping spend eligible for 4x Additional Reward Points** are those that:
- Are posted to Your HSBC Credit Card account for local spend where transactions are made in Malaysian Ringgit via internet in the Participating Merchants listed in Table 3 below; and

- b. **Excludes** those stated in Clause 18 above, Overseas Spend made in foreign currency, Online Insurance and Utility Payments.

**Table 3: List of Participating Merchants for Online Shopping**

No.	Participating Merchants
1.	Lazada
2.	Fave
3.	Grab
4.	Shopee
5.	Zalora

27. No Additional Reward Points will be awarded for spend on Insurance and Utility Payments as defined by following Merchant Category Codes:

Category	Merchant Category Code ("MCC")
Insurance	5960, 5968, 6300
Utility Payments	4784, 4813, 4814, 4816, 4899, 4900

28. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
29. All Eligible Spend are calculated based on total consolidated (primary and supplementary/ies) spending per calendar month for the respective categories. All Eligible Spend on the HSBC Credit Card made by You and/or Your supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the Additional Reward Points Cap for the respective categories.
30. The assignment of Merchant Category Code (MCC) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC. In the event that Additional Reward Points are not credited to Your HSBC Credit Card account due to the incorrect assignment of MCC by the acquiring bank, You agree that We shall not be held responsible for such discrepancies which are beyond Our control.

### **REWARD POINTS VALIDITY AND FULFILMENT**

31. All Reward Points/Additional Reward Points awarded are valid for a period of 3 years and must be redeemed prior to their expiry as stated in Your HSBC Credit Card monthly statement. We will not entertain any request by You or any other person for an extension of the validity of the Reward Points/Additional Reward Points.
32. At the time of Eligible Spend or receipt of the Reward Points/Additional Reward Points, Your HSBC Credit Card account(s) **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, invalid and/or cancelled within Our definition, otherwise You will be disqualified from participating in this Programme and/or from receiving the Reward Points/Additional Reward Points.
33. We may run simultaneous similar promotions or programmes in awarding Reward Points/Additional Reward Points to cardholders. In such a case, You will receive Reward Points/Additional Reward Points under one programme or promotion only based on the earlier programme or promotion You first participated in.

34. The Reward Points/Additional Reward Points will be credited into Your HSBC Credit Card account within 6 weeks after the end of each calendar month the transaction was posted. You will receive notification of the same through Your HSBC Credit Card's monthly statement in the month after the crediting of the Reward Points/Additional Reward Points.
35. We will not entertain any request from You to credit the Reward Points/Additional Reward Points to any other HSBC Credit Card account, nor are You allowed to transfer or sell Your Reward Points/Additional Reward Points to any other person. We shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or the usage of the item(s) redeemed with the Reward Points/Additional Reward Points.
36. We reserve the right, at its absolute discretion, in the allocation of the Reward Points/Additional Reward Points to You and no request by You or any other party for the exchange or substitution of the Reward Points/Additional Reward Points with another prize will be entertained. We reserve the right to substitute the Reward Points /Additional Reward Points with any other prize or item of similar value at any time with 3 days' prior notice.
37. We reserve the right to publish or display the name, picture and city of residence of the Cardholders who participated in or receive the Reward Points/Additional Reward Points under this Programme for advertising and publicity purposes. You hereby consent to and agree We shall be at liberty to publish Your names, pictures and city of residence without compensation for advertising and publicity purposes.

## **B. COMPLIMENTARY AIRPORT LOUNGE**

38. Primary Cardholders are entitled to enjoy complimentary visits to the Lounges, which is governed by the [Terms and Conditions of HSBC Plaza Premium Lounge Programme](#).

## **C. AGODA OFFER**

39. You can enjoy 7% discount for hotel bookings made through <http://www.agoda.com/hsbcmv> using Your HSBC Credit Card. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
40. This Agoda Offer is applicable only to hotels with pre-paid room types that have the "Promotion Eligible" flag. "Pay at hotel" room types are not eligible for this Agoda Offer.
41. The 7% discount is applicable to hotel room charges only, and excludes local taxes, service fees and any other additional charges.
42. The 7% discount shall be applicable to the total amount regardless of the number of rooms or nights of stay reserved as there is no minimum or maximum number of rooms or nights of stay required.
43. The hotel room bookings are subject to availability on Agoda.
44. This Agoda Offer cannot be exchanged for cash or other products or services.
45. The 7% discount will be reflected only when the booking is confirmed after Your HSBC Credit Card details are entered and pre-paid hotel option is selected. Once the hotel booking is made, the final amount will be charged to the HSBC Credit Card.
46. You will need to present Your HSBC Credit Card upon arrival at the hotel.
47. We will not be liable to You for any disputes between You and Agoda on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Agoda and/or the hotels.

#### **D. EXPEDIA OFFER**

48. You can enjoy 10% discount for hotel bookings made through <http://www.expedia.com.my/HSBCPremier> using their HSBC Credit Card. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
49. You must first register for an Expedia account with their HSBC Credit Card or link Your existing Expedia account to Your HSBC Credit Card, at <http://www.expedia.com.my/HSBCPremier>.
50. To enjoy this Expedia offer, You must go to the website above and key in Your HSBC Credit Card number when a booking is made to enable a coupon code to appear at checkout. This coupon must be selected before payment is charged to the HSBC Credit Card.
51. The 10% discount shall be applicable to the total amount before the application of any taxes, tax recovery charges, applicable fees or additional costs on 1 room only regardless of the nights of stay reserved as there is no set minimum or maximum number of rooms or nights of stay required.
52. The hotel room bookings are subject to availability on Expedia.
53. The coupon can only be used for bookings within the next 12 months. If a booking is made for a stay beyond 12 months, the coupon cannot be used.
54. This Expedia offer cannot be used with any other discount vouchers, promotions, discounted items and fixed-price items, unless specified.
55. This Expedia offer is not transferable and cannot be exchanged for cash or other products or services.
56. Other restrictions by Expedia may apply and You should always refer to the booking conditions set by Expedia on their website.
57. You will also enjoy a complimentary +Gold status from Expedia once You register for an Expedia account with Your HSBC Credit Card or link Your existing Expedia account to Your HSBC Credit Card at <http://www.expedia.com.my/HSBCPremier>. The +Gold status is valid for a period of 12 months from the date of registration.
58. The +Gold status allows You to enjoy exclusive additional privileges as stated on <https://www.expedia.com.my/rewards/gold> and is subject to Expedia's sole discretion.
59. We will not be liable for any disputes between You and Expedia on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Expedia and/or the hotels.

#### **E. CHARITY DONATION BY THE BANK**

60. HSBC will make a Charity Donation to Selected Charity Organization(s) which is equivalent to 1% of the Eligible Charity Spend made by Eligible Cardholders, up to a maximum of RM500,000 per year ("Annual Charity Donation Capping"). The Annual Charity Donation Capping is a shared capping among HSBC's participating credit card programmes and is pooled together with HSBC Amanah Malaysia Berhad's participating credit card-i programmes. The full list of participating credit card/-i programme is available [here](#).
61. The Charity Donation will be made on a quarterly basis to the Selected Charity Organization(s) and the amount of the Charity Donation will be equally divided amongst the Selected Charity Organization(s). Each Selected Charity Organization can receive Charity Donation up to a maximum annual limit of 15% of its gross annual income. An illustration is provided in Example 4 below on how the Charity Donation amount will be divided amongst the Selected Charity Organizations. The Bank will provide a notice on the Bank's public website on a yearly

basis on the total Charity Donation amount donated to the Selected Charity Organization(s). For the list of Selected Charity Organization(s) refer to [www.hsbc.com.my/charities](http://www.hsbc.com.my/charities).

62. The Eligible Charity Spend made by Eligible Cardholders shall correspond with Merchant Category Codes provided in Table 1 below. Any other charitable/non-profitable organization related transactions which do not correspond with the Merchant Category Codes provided in Table 1 will not be classified as Eligible Charity Spend.
63. An example of the Charity Donation Calculation is illustrated in Example 3 below:

**Example 3: Charity Donation calculation**

Eligible Cardholder	Donation Type	Eligible Charity Spend by Eligible Cardholders (RM)	Charity Donation by the Bank	
			Calculation	Charity Donation given to the Selected Charity Organization (RM)
A	Donated to WWF	1,500	RM1,500 x 1% of the Eligible Charity Spend	15
B	Donated to World Vision	3,500.50	RM3,500.50 x 1% of the Eligible Charity Spend	35 <i>(Rounded down to the nearest sen)</i>
C	Donated to Makna	850	RM850 x 1% of the Eligible Charity Spend	8.50
<b>Total</b>		<b>5,850.50</b>	<b>Total</b>	<b>58.50</b>

**Table 1: The Charity Merchant Category Code (MCC)**

Category	Merchant Category Code ("MCC")
Charitable organization	8398

64. An example of how the Charity Donation is divided amongst the Selected Charity Organizations is illustrated in Example 4 below. This is for illustration purposes only.

**Example 4: How Charity Donation amount is divided amongst the Selected Charity Organizations**

Assuming the total Charity Donation amount is RM210,000 for Quarter 1, 2022 and we have 3 Selected Charity Organization for this Quarter. If we divide the amount equally, RM70,000 is to be given to each organization. However, PERTIWI is entitled to a maximum amount of RM 50,000. So the balance RM20,000 is to be divided equally amongst the remaining Selected Charity Organizations who are eligible.



Selected Charity Organizations	Annual limit on Charity Donation = 15% total gross annual income of the Charity (RM)	Charity Donation by the Bank
Pintar Foundation	150,000	RM70,000 + RM10,000 =RM80,000
Global Environment Centre (GEC)	100,000	RM70,000 + RM10,000 =RM80,000
PERTIWI	50,000	RM50,000
<b>Total</b>		<b>RM210,000</b>

Note: If a Selected Charity Organization reaches its maximum annual limit of 15% of its gross annual income, it will not be eligible for Charity Donation for the remaining quarters of the year.

65. All Eligible Spend are calculated based on **total consolidated (primary and supplementary/ies) spending** per calendar month for the respective categories. All Eligible Spend on the Credit Card made by the primary Cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually.
66. The assignment of Merchant Category Code (MCC) and Merchant Identity Description (MID) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC and MID. Please take note that HSBC is not responsible for such discrepancies which are beyond HSBC's control.

## **F. COMPLIMENTARY Global Data Roaming by Flexiroam**

67. Eligible Cardholders may enjoy complimentary access to over 580 telcos in 150+ countries with a one-time setup. Eliminate the hassle of buying and changing SIMs at every country, or carrying pocket Wi-Fi devices around.
68. To register, You are required to download the Flexiroam X App via App store or Google Play, click on Mastercard redemption banner to check eligibility and enter Your 16-digits HSBC Credit Card number to redeem. Eligible Cardholders may visit <https://www.flexiroam.com/mastercard> for more information.
69. Enrolment in Flexiroam is limited to Eligible Cardholders of HSBC Credit Card.
70. Eligible Cardholders will be required to provide their HSBC Credit Card number and other personal data directly to Flexiroam, and accept Flexiroam's terms and conditions before a Flexiroam account can be created. HSBC shall therefore not be liable to Eligible Cardholders in connection with the processing, transfer and/or disclosure of the Eligible Cardholder's personal data by Flexiroam.
71. The full list of the 150+ countries can be found at <https://www.flexiroam.com/coverage-partners/>.
72. HSBC is not responsible for and does not guarantee the service, quality, security, coverage and/or availability of Flexiroam and the Eligible Cardholder agrees that use of the Flexiroam is at the Eligible Cardholder's own risk.

## **G. COMPLIMENTARY Digital Health Services by Allianz**

73. Digital Health is a telehealth program offered by Allianz Partners. The Program offers telehealth service benefits for Eligible Cardholders, their spouses and dependants at no additional charge to the HSBC Credit Card.
74. Eligible Cardholders may enjoy the followings:
  - a) Video Consultations by Doctor Anywhere - Consult a qualified doctor for medical diagnosis, prescription and medical certificate via video chat
  - b) Medicine Delivery - Medicines could be (Eligible Cardholder shall bear cost of purchase of medicines) delivered to Eligible Cardholder's doorstep after video consultation with Doctor Anywhere
  - c) Medical Advice via Chat by Digital Health Assistant delivered by Medi24 - Chat with qualified doctors via Your preferred messaging platform
  - d) Symptom Check via Chat by Digital Health Assistant delivered by Medi24 - Check your symptoms with an empathy driven chatbot via Your preferred messaging platform
75. In order to access Digital Health, Eligible Cardholders will need to access [www.digitalhealthxtra.hsbc-my.medi24.com](http://www.digitalhealthxtra.hsbc-my.medi24.com).
76. You are required to enter the first 10 digits of Your HSBC Credit Card number to confirm eligibility and generate personal activation code.
77. Select preferred channel for the Digital Health Assistant, accept terms of use and privacy notice or
78. Select teleconsultation on the Digital Health Assistant and register to Doctor Anywhere. Download the Doctor Anywhere app via App store or Google Play and login using email address and the password created during registration.
79. Eligible Cardholders will be required to provide their HSBC Credit Card number and personal data directly to Medi24, and accept Medi24's terms and conditions and privacy notice accessing the telehealth service. HSBC shall therefore not be liable to Eligible Cardholders in connection with the processing, transfer and/or disclosure of the Eligible Cardholder's personal data by Medi24.
80. HSBC is not responsible for and does not guarantee the service, quality, security or availability of Allianz's benefit providers, Doctor Anywhere (in respect of video consultations and medicine delivery) and Medi24 (in respect of medical advice).

### **GENERAL TERMS & CONDITONS**

81. We reserve the right to vary, delete or add to any of these Terms & Conditions with 3 days prior notice.
82. These Terms & Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
83. In no event will We be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if We had been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

84. We may use any of the following modes to communicate notices in relation to this Programme to You:
- a. individual notice to the You (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in the Our records;
  - b. press advertisements;
  - c. notice in Your credit card statement(s);
  - d. display at Our business premises; or
  - e. notice on Our website(s),
- where such notices shall be deemed to be effective on and from the 4<sup>th</sup> day after its delivery/publication/ display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
85. These Terms and Conditions are in addition to the HSBC Cardholder Agreement & Universal Terms and Conditions (“UTCs”) available at [www.hsbc.com.my](http://www.hsbc.com.my). The HSBC Cardholder Agreement, UTCs, and the Terms and Conditions for HSBC Rewards Programme are available at [www.hsbc.com.my](http://www.hsbc.com.my). In the event of inconsistency between these Terms and Conditions, the HSBC Cardholder Agreement, UTCs, and the Terms and Conditions for HSBC Rewards Programme, these terms and conditions shall prevail in relation to this Programme.
86. We shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond Our reasonable control.
87. We reserve the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension of this Programme shall not entitle You for any claim or compensation against Us for any and all losses or damages suffered or incurred by You as a direct or indirect result of the act of cancellation, termination or suspension.
88. Our decision on all matters relating to this Programme shall be final and binding.
89. You shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against You under applicable laws, if any, in relation to this Programme.
90. To the fullest extent permitted by law, We expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of the Reward Points /Additional Reward Points, redemption of Vouchers and Online Vouchers, redemption of the Air Miles, any flight or merchandise redeemed with the Air Miles or items redeemed with the Reward Points awarded under this Programme.